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THE MARINE RECORD.

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AROUND THE LAKES.

CLEVELAND.

Quite a large fleet of lumber vessels arrived in the river during the week.

Katzenstein's metallic packing will be put into the pistons of both of Captain Wilson's new boats.

The raise by the railroads, of the ore transfer rates noted last week will be settled on the basis of 17 cents per ton.

Captain Thomas Wilson received a telegram from Duluth Tuesday announcing that that port was open to navigation.

Captain Henry S. Gothen, many years on the lakes and a resident of this city, died at Garrettsville, Ohio, on the 2d inst. at the age of 51 years.

The steamer Raleigh, Captain Mack, brought along from Buffalo two new smoke stacks, which were put on while waiting for consort Lucerne.

William Scott, James Deucher and J. G. Laird are the owners of a new fishing steamer just completed at Ashtabula Harbor named the Rob Roy.

At the Globe iron shipyard Captain Wilson's steel steamer is being pushed forward rapidly. The plate is all on, water bottoms covered and decks laid.

At Globe drydock the schooners Lucerne and Monguagon both had buts calked and bottoms searched up. The steamer Mary Pringle goes into dock to-day.

The steamers J. H. Devereux Captain Wilford, is in port. She brought down Escanaba ore, making the run in fifty-two hours, Engineer Quincy Miller running the machine.

The propeller Garden City, Captain Alva Shaver, is ready to resume business. She has had her machinery compounded during the winter at the River Side Iron Works, the cylinders being 21 and 28 by 36.

Moore & Bartow's new steamer at Quayle' Son's shipyard will be launched one week from Saturday or Monday at the latest. Captain Wilson's steamer at the same yard is showing work fast and will follow the first named into the water about a month later.

The Globe iron works have turned out eight compound edgines this winter, and at their boiler shops four sets of boilers have been made for boats building at this port, besides three for other ports. This firm advertises judiciously and makes things hum.

Webb and Richardson's new steamer at Mr. Radcliff's yard is showing good form and strength and the work is progressing finely. The best quality of timber is going into her and she will fill the place made vacant in their line by the loss of the Osborne grandly.

The schooner A. C. Maxwell, wrecked last fall near Goderich and released by a wrecking party under the superintendence of J. J. Reardon, in the interest of the cargo insurance, arrived here on Monday. She has been taken to dock for the removal of her ore. She will take the drydock as soon as possible.

The new steamer M. F. Butters, Captain M. F. Cowley, made her appearance at this port Saturday with the schooners R. B. Hayes and Our Sun in tow. Her dimensions and other details have been given heretofore. She took on coal at the O. & P. Co. and Axworthy's dock for her owners Messrs. Butters and Peters of Ludington.

The propeller Smith Moore, Captain White, arrived Sunday from Escanaba with 1557 tons of ore. This is the first cargo of upper lake ore this season. The steamer made the round trip in five days and twenty hours, including one day's detention at Detroit. Captain White reports plenty of water at the Lime Kilns and the shoalest place on the route about the middle of St. Clair Flats canal.

The fuel department of the O. & P. Coal Company and Presley, Arthur & Company have been consolidated under the firm name of the O. & P. Coal Company & Thos. Axworthy, with Presley Arthur & Company agents, as heretofore. They have the most extensive coal docks in this port, at foot of West River street, Whisky Island, Government Pier and C. & P. railway slip, and their facilities for fueling steamboats or tugs day and night are the best.

CHICAGO.

Special to the Marine Record.

A large fleet of lumber schooners and steambarges have been on the market for several days, and they are likely to stay until the men on the strike at the lumber yards resume work.

Grain freights are firm at 3¼ cents on wheat, and 3 cents on corn to Buffalo.

Lumber freights are at a stand-still in consequence of the strikes.

The steamship Fred Mercur, Captain F. D. Root, arrived Sunday, May 2d, with coal from Buffalo. She was the first of the grain fleet to make the round trip this season.

The steamship Tioga, Captain Shannon, also arrived on Sunday, light, from Buffalo.

The steamship John B. Lyon and consort John M. Hutchinson, arrived on Monday, coal laden, from Buffalo.

The steambarge Michael Groh, when going down the river Monday evening, collided with the scooner John M. Hutchinson, near Rush street bridge, going up. The pilot house of the Groh was badly damaged.

The schooner Isabella Sands arrived here Monday night with lumber from Manistee, her first trip to Chicago this season. Captain A. Johnson, formerly of the A. W. Luckey, is in command of her.

Captain David Dall has purchased the schooner Presto, and is at Grand Haven getting her fitted out.

The new steam pleasure yacht, built at Miller Brothers' shipyard by Thomas Canevin for Captain Wm. Brown, was launched last Saturday afternoon. She is a handsome boat and will be placed in the excursion business at the lake front with Captain Brown's two other pleasure steamers, the Welcome and Minnie B.

The new fire boat, building at Miller Brothers, will be all in frame this week.

C. Mears & Company's newly purchased steambarge S. H. Johnson, Captain Thomas Clark, arrived here Monday night. She came up from Marine City, light, as far as Pentwater, where she loaded with bricks and then proceeded to Manitowoc for a scow, recently purchased by the firm, and towed it to this port.

The propeller Favorite which formerly towed the Kirby Carpenter Company's barge, arrived here on Saturday from Milwaukee, where she had received two exhaust condensers to convert her engines into low pressures. She will this season run as a passenger and freight steamer between Green Bay Bay and Cheboygan, Michigan. Captain T. S. Hutchinson retains his command, Henry Thurston engineer, Edward Evans mate.

The schooner H. C. Winslow, Captain Sam Dodd, arrived Saturday afternoon from Cecil Bay with lumber, her first trip to Chicago this season.

The strike of the lumber handlers promises to be a serious blow to the entire lake marine. Unless it is speedily adjusted it can only result in a complete stoppage of lumber shipments, which will involve the laying up of vessels by hundreds and the closing of saw mills in Wisconsin and Michigan. Even now the lumber market is crowded with vessels and advices from the east shore show that this crowded condition will be greatly increased. Mill men have been fully advised of the condition of affairs, and it is claimed that many of them will stop milling unless the strike is brought to a sudden termination. If they persist in this course, thousands of men will be thrown out of employment.

The steamships Fred Mercur and Tioga arrived Sunday from Buffalo. They are the first vessels to make the round trip between Chicago and Buffalo. The Tioga left Milwaukee a week ago last Saturday with several other line steamboats, and the Mercur left Chicago about the same time in company with other boats of the Lehigh Valley Line. By arriving at Buffalo early they received quick dispatch, and were enabled to return to Chicago in advance of the rest of the fleet.

The Canfield Tug line tug, Charles Williams, arrived here Friday night. She towed over a scow, loaded with bricks from White lake.

The schooner Ford River, Captain Nels Anderson, made her first trip of the season to Fork river, and returned to this port last Friday.

Captain John Martel was in Chicago last week visiting his friends, and trying to find purchasers for two tugs he is building at Saugatuck.

Superintendent George Kirkham, of the V. O. T. Association, returned to Chicago Saturday, from Oshkosh, Wis., where he had been to attend the funeral of his father.

The steamer A. Booth, Captain A. Paul, arrived from Manistique last Saturday night with fish, her first round trip this season. She has gone into one of the Chicago Drydock Company's docks to receive an iron keel. She will then go to Lake Superior on her route as passenger and freight steamer between Duluth and Port Arthur, and will also convey the U. S. mail. In addition to converting her into a passenger steamer this spring she has had her engine compounded.

The Marinette Barge Line Company's fleet will be officered as follows: Propeller J. C. Perrett, Captain Thomas Chron; engineer, C. McDowell; barges Whitbeck, Marinette, Menekaunee, Captain Welsh; barges Menominee, Stephenson, Wm. Grandy, Captain Jackson; barges Kate Darley, Mike Corry, E. T. Judd, Captain Robert Stubbs; barges Mary E. Perew, D. R. Martin, Empire State, Captain Giffney; barges Fred Carney, E. L. Robinson, D. L. Filer, Captain Powers.

The Hamilton & Merryman Company's barges Butcher Boy, Lone Star, and S. A. Wood, Captain Sam Parker, will also be towed by the J. C. Perrett. All the vessels have been put in first class condition, and are ready to make a start as soon as the strike is ended.

At the Chicago Drydock Company's the steamer A. Booth is in dock for a new iron keel; the schooner Black Hawk was in for calking; the schooner Vega for a new stern post and rudder casing; the schooner Jesse L. Boyce for calking; the schooner H. Taber received a new center board; the schooner A. J. Mowry a new main gaff.

At Miller Brothers' shipyard the steam yacht Minnie B. was in dock and had her stern bearing fixed; the tug Alert to have a leak stopped and her rudder fixed; the schooner Evening Star for calking; schooner Minerva to have a leak stopped; schooner Australia for some calking; the schooner Carrier is having her bottom calked all over; the propeller Fayette will go in dock for a new wheel.

The schooner Guiding Star, Captain L. C. Cole, is loaded with corn for Kingston at 5¾ cents, free of canal tolls. She will leave Chicago this week in tow of the steambarge Rhoda Emily. The Star has received a thorough rebuild during the winter at Miller Brothers, and now classes A2½.

The steambarge Missouri, Captain J. Jenkins, and consort, the schooner Agnes, Captain James Cox, arrived at this port Tuesday with lumber from Oscoda.

A number of vessels, laden with lumber ready to unload at various docks, have been towed down the river to places of safety, their owners fearing that the lumber yards will be set on fire by incendiaries, and orders have been received at the tug offices not to tow any more lumber schooners up the river. WILLIAMS.

BUFFALO.

The tug Nat Stickney arrived from Saginaw. She will start for Sault River with Hickler's new dredge and two mud scows, which are to be used on the Hay Lake channel work.

Saturday, May 1st was the official date for the opening of the Erie canal this season. The report of clearances on the opening day, is the largest in the history of the canal so far as Buffalo is concerned. The total clearances were 198 boats, having in transit 763,390 bushels of wheat, 148,750 bushels of corn, 174,502 bushels of flaxseed, and 45,045 bushels of barley malt, forming a total of 1,131,687 bushels. The Express says: The next best thing to say in connection with this large shipment is that the rate of freight is remunerative, most of the wheat having been taken at six cents, and corn, etc., in proportion, which makes an average for each boat of about $480.

Tug R. J. Goodman, lately bought by Duluth parties, left for that port Saturday.

Lake receipts from the opening of navigation to the end of April included 2,029,460 bushels wheat, 1,754,640 bushels corn, and 99,460 bushels flaxseed. Total, 3,879,560 bushels.

The schooner John Shaw arrived in tow of the steamer Annie Smith, with about 60,000 bushels of wheat from Sarnia. The Shaw was built by James Davidson at West Bay City, last summer, for Eddy Bros., and Captain Shaw, who sails her. This is her first trip.

Many of the grain laden vessels from Lake Michigan are overrunning their bills of lading. This is doubtless generally owing to the accumulation of slight dampness during the time the cargoes were held.

We take the following budget from the Buffalo Express:

The Anchor line dock laborers struck on Tuesday. The Delaware left with only a part load, and will finish at Milwaukee.

The propeller Huron City will be ready for business the last of the week. Her repairs include steel arches, keelsons, rail, calking, and refastening, and will cost $3,500.

Captain Galvin has returned from the upper lakes, where he has been fitting out the four vessels of the Kirby-Carpenter fleet lately bought by Mr. W. W. Tyler. They include the barges A. A. Carpenter, S. M. Stevenson, Uranus, and Planet. All are now coming down. The first three are in tow of the propeller W. A. Haskell.

The propeller Oceanica arrived at 4 p. m. Tuesday. This is a sad ending to Captain Dickson's first round trip, as his son, John Dickson, who also sailed in the Lehigh line last year, died at his father's residence of consumption, on Monday.

There was a fair inquiry for coal carriers in spite of the heavy chartering on Monday. The list includes some taken late on Monday. The schooners Charles Foster, Joseph Paige, M. W. Paige, Itasca, and John B. Merrill go to Chicago at 50 cents; schooner J. H. Mead to Sheboygan at 55 cents; the schooner North Cape to Racine at 55 cents; schooner Sweetheart to Toledo at 25 cents, and the propeller Business to Duluth on contract.

Canal freights are unchanged. Wheat shipped at 5½ cents and corn at 4¾ cents to New York. Tonawanda lumber rates are reported off again. Boats are offering at $2.50 to New York, with shippers waiting for $2.25.

Vessels have been meeting with much detention during the last few days, although the work of unloading has been carried on as fast as possible. Heavy chartering is pushing the coal docks to their utmost capacity.

MARITIME LAW.

[*Continued from last week.*]

INSURANCE—SUBROGATION—BILL OF LADING—STIPULATION THAT CARRIER MAY HAVE BENEFIT OF INSURANCE EFFECTED UPON GOODS—CONSTRUCTION.—PHŒNIX INSURANCE CO. VS. ERIE & WESTERN TRANSPORTATION CO.

Supreme Court of the United States. Appeal from the U. S. Circuit Court, Eastern District of Wisconsin.

The policy of insurance contains no express stipulation for the assignment to the insurer of the assured's right of action against third persons. In the bills of lading it is expressly stipulated that the carriers, whose railroad or vessels form part of the line of transportation, shall not be liable for loss or damage by fire, collision or dangers of navigation, and that each carrier shall be liable only for a loss of the goods while in its custody, "and that the carrier so liable shall have the full benefit of any insurance that may have been effected upon or on account of said goods."

The question is, whether under these circumstances the insurer, upon payment of a loss, became subrogated to the right to recover damages from the carrier.

When goods insured are totally lost, actually or constructively, by perils insured against, the insurer, upon payment of the loss doubtless becomes subrogated to all the assured's rights of action against third persons who have caused or are responsible for the loss. No express stipulations in the policy of insurance, or abandonment by the assured, is necessary to perfect the title of the insurer. From the very nature of the contract of insurance as a contract of indemnity, the insurer, when he has paid to the assured the amount of the indemnity agreed on between them, is entitled, by way of salvage, to the benefit of anything that may be received, either from the remnants of the goods, or from damages paid by third persons for the same loss. His title arises out of the contract of insurance, and is derived from the assured, alone, and can only be enforced in the right of the latter. In a court of common law, it can only be asserted in his name and, even in a court of equity or of admiralty, it can only be asserted in his right. In any form of remedy, the insurer can take nothing by subrogation, but the rights of the assured. (Comegys vs. Vasse, 1 Pet, 193, 214; Fretz vs. Bull, 12 How. 466, 468; the Monticelle, 17 How. 152, 155; Garrison vs. Memphis Ins. Co. 19 How. 312, 317; Hall vs. Railroad Co's, 13 Wall. 367, 370, 371; the Potomac, 105, U. S. 630, 634, 635; Mobile & Montgomery Railway vs Irving, 111 U. S. 584, 594; Clarke vs. Wilson, 103, Mass., 219; Simpson vs. Thompson, 3 App. Cas. 279, 286, 292, 293.) That the right of the assured to recover damages against a third person is not incident to the property in the thing assured, but only a personal right of the assured, is clearly shown by the fact that the insurer acquires a beneficial interest in that right of action, in proportion to the sum paid by him, and not only in the case of a total loss, but likewise in a case of a partial loss, and where no interest in the property is abandoned or accrues to him. (Hall vs. Railroad Cos., the Potomac, and Simpson vs. Thompson, above cited.)

The right of action against another person, the equitable interest in which passes to the insurer, being only that which the insured has, it follows that if the assured has no such right of action none passes to the insurer: and that if the assured's right of action is limited or restricted by lawful contract between him and the person sought to be made responsible for the loss a suit by the insurer, in the right of the assured, is subject to like limitations or restrictions.

For instance, if two ships, owned by the same person, came into collision by the fault of the master and crew of one ship and to the injury of the other, an underwriter who has insured the injured ship, and received an abandonment from the owner, and paid him the amount of the insurance as and for a total loss, acquires thereby no right to recover against the other ship, because the assured, the owner of both ships, could not sue himself. (Simpson vs. Thompson above cited; Globe Ins. Co. vs Sherbuck, 25 Ohio statute, 50, 68.)

Upon the same principle, any lawful stipulation between the owner and the carrier of the goods, limiting the risks for which the carrier is answerable, or the time of making the claim, or the value to be recovered, applies to any suit brought in the right of the owner, for the benefit of his insurer, against the carrier; as, for instance, if the contract of carriage expressly exempts the carrier from liability for losses by fire; (York Co. vs. Central Railroad 3 Wall 107;) or requires claims against the carrier to be made within three months; (Express Co. vs Caldwell, 21 Wall. 254;) or fixes the value for which the carrier shall be responsible; (Hart vs. Pennsylvania Railroad 112 U. S. 331.) So the stipulation, not now in controversy, in the bills of lading in the present case, making the value of the goods at the place and time of shipment the measure of the carrier's liability would control, although in the absence of such a stipulation the carrier would be liable for the value at the place of destination, as held in Mobile & Montgomery Railway vs. Jurey, (111 U. S. 584.)

The stipulation in these bills of lading, that the carriers "shall not be liable for loss or damage by fire, collision, or the dangers of navigation," clearly does not protect them from liability for any loss occasioned by their own negligence. By the settled doctrine of this court, even an express stipulation in the contract of carriage, that a common carrier shall be exempt from liability for losses caused by the negligence of himself and his servants, is unreasonable and contrary to public policy, and therefore void. (Railroad Co. vs. Lockwood, 17 Wall. 357; Railroad Co. vs. Pratt, 22 Wall 123, Bank of Kentucky vs. Adams Express Co., 93 U. S. 174; Railway Co. vs. Stevens, 95 U. S. 655.) And it may be that, as held by Judge Wallace in a case in the circuit court, a stipulation that "no damage that can be insured against will be paid for," would not protect the carrier from liability for his own negligence, because that would be to compel the owners of the goods to insure against the negligence of the carrier. (The Hadji, 22 Blatchford, 235.)

But the stipulation upon the subject of insurance, in the bills of lading before us, is governed by other considerations. It does not compel the owner of the goods to stand his own insurer, or to obtain insurance on the goods; nor does it exempt the carrier, in case of loss by negligence of himself or his servants, from liability to the owner to the same extent as if the goods were uninsured. It simply provides that the carrier, when liable for the loss, shall have the benefit of any insurance effected upon the goods.

It is conclusively settled, in this country and in England, that a policy of insurance, taken out by the owner of a ship or goods, covers a loss by perils of the sea or other perils insured against although occasioned by the negligence of the master or crew or other persons employed by himself. (Waters vs. Merchants' Louisville Ins. Co., 11 Pet 213; Copland vs. New England Ins. Co., 2 Met. 432; General Ins. Co. vs. Sherwood, 14 How. 351, 366; Davidson vs. Burnand, L. R. 4 C B. 117, 121.)

Any one who has made himself responsible for the safety of goods has a sufficient interest in them to enable him to insure them.

Contracts of re-insurance, by which one insurer causes the sum which he has insured to be re-assured to him by a distinct contract with another insurer, with the object of indemnifying himself against his own responsibility, (though prohibited for a time in England by statute,) are valid by the common law, and have always been in this country; and in a suit upon such a contract, the subject at risk and the loss thereof must be proved in the same manner as if the original assured were the plaintiff. 3 Kent Com. 278, 279: Sun Ins. Co. vs. Ocean Ins. Co., 107 U. S. 485; Mackenzie vs. Whitworth, L. R. 10 Ex. 142, and 1 Ex. D. 36.)

So a common carrier, a warehouseman, or a wharfinger, whether liable by law or custom to the same extent as an insurer, or only for his own negligence, may in order to protect himself against his own responsibility, as well as to secure his lien, cause the goods in his custody to be insured to their full value, and the policy need not specify the nature of his interest. (Crowley vs. Cohen, 3 B. & Ad. 478; De Forest vs. Fulton Ins. Co., 1 Hall 84, 110; Waters vs. Monarch Assurance Co., 5 El. & Bl. 870; London & Northwestern Railway vs. Glyn, El. & Bl. 652; Savage vs. Colin Exchange Ins. Co., 36 N. Y. 655; Joyce vs. Kennard, L. S. 7 Q. B. 78; commonwealth vs. Shoe & Leather Ins. Co., 112 Mass. 131; Home Ins. Co. vs. Baltimore Warehouse Co. 93 U. S. 527; North British Ins. Co. vs. London, Liverpool & Globe Ins. Co., 5 Ch. D. 569.)

No rule of law or of public policy is violated by allowing a common carrier, like any other person having either the general property or a peculiar interest in goods, to have them insured against the usual perils, and to recover for any loss from such perils, though occasioned by the negligence of his own servants. By obtaining insurance, he does not diminish his own responsibility to the owners of the goods, but rather increases his means of meeting that responsibility. If it were true that a ship owner, obtaining insurance by general description upon his ship and the goods earned by her, could, in case of the loss of both ship and goods, by perils insured against, and through the negligence of the master and crew, recover of the insurers for the loss of the ship only, and not for the loss of the goods, some trace of the distinction would be found in the books. But the learning and research of counsel have failed to furnish any such precedent.

On the contrary, in one of the earliest cases in which the rule that a policy of insurance covers losses by perils insured against, though occasioned by the negligence of the servants of the assured, was judicially affirmed, the assured, being the owner of the ship, had chartered her for a West India voyage and by the usages of trade bore the risk of bringing the cargo from the shore to the ship; the policy was upon the boats of the ship, and upon goods in them; and the amount recovered of the insurer was for goods being carried from the shore to the ship in her boats, and lost by the wrecking of the boats in consequence or the misconduct and negligence of some of the ship's crew. Such was the state of facts to which Lord Chief Justice Abbott applied the language, cited and approved by Mr. Justice Story in Waters vs. Merchants' Louisville Ins. Co. (11 Pet. 222,) and by Chief Justice Shaw in Copeland vs. New England Ins. Co., (2 Met. 442:) 'In this case, the immediate cause of the loss was the violence of the winds and waves. No decision can be cited, where, in such a case, the underwriters have been held to be excused in consequence of their having been remotely occasioned by the negligence of the crew. I am afraid of laying down any such rule; it will introduce an infinite number of questions as to the quantum of care, which, if used, might have prevented the loss. Suppose, for instance, the master were to send a men to the mast head to look out, and he falls asleep, in consequence of which the vessel runs upon a rock, or is taken by the enemy, in that case it might be argued, as here, that the loss was imputable to the negligence of one of the crew, and that the underwriters were not liable. These, and a variety of other such questions, would be introduced, in case our opinion were in favor of the underwriters." (Welker vs. Maitland, 5 B. & Ald. 171, 174, 175.)

So in the recent case of North British Ins. Co. vs. London, Liverpool & Globe Ins. Co., it was assumed, as unquestionable, that insurance obtained by a wharfinger would cover a loss by his own negligence. (5 Ch. D. 584.)

As the carrier might lawfully himself obtain insurance against the loss of the goods by the usual perils, though occasioned by his own negligence, he may lawfully stipulate with the owner to be allowed the benefit of insurance voluntarily obtained by the latter. This stipulation does not, in terms or in effect, prevent the owner from being reimbursed the full value of the goods; but being valid as between the owner and the carrier, it does not prevent either the owner himself, or the insurer, who can only sue in his right, from maintaining an action against the carrier upon any terms inconsistent with this stipulation.

Nor does this conclusion impair any lawful rights of the insurer. His right of subrogation, arising out of the contract of insurance and payment of the loss, is only to such rights as the assured has, by law or contract, against third persons. The policy, containing no express stipulation upon the subject, and there being no evidence of any fraudulent concealment or misrepresentation by the owner in obtaining the insurance, the existence of the stipulation between the owner and the carrier would have afforded no defence to an action on the policy, according to two careful judgments rendered in June last, and independently of each other, the one by the English Court of Appeal; and the other by the Supreme Judicial Court of Massachusetts. (Tate vs, Hyslop, 15 Q. B. D. 368; Jackson Co. vs. Boylston Ins. Co. 139 Mass. 508.)

In Tate vs. Hyslop, owners of goods, insured against risks in crafts or lighters, had previously agreed with a lighterman that he should not be liable for any loss in crafts except loss caused by his own negligence, and did not disclose this agreement to the underwriters at the time of procuring the insurance. The sole ground on which it was held that the owners could not recover on the policy was that this agreement was material to the risk, because the underwriters, as the assured knew, had previously established two rates of premium, depending on the question whether they would have recourse over against the lighterman. Lord Justice Brett observed that, but for the two rates of premium established by the underwriters and known to the assured, the omission of the assured to disclose their agreement with the lighterman could only have affected the amount of salvage which the underwriters might have, and would have been immaterial to the risk, and consequently to the insurance. (15 Q. B. D. 375, 376.)

In Jackson Co. vs. Boylston Ins. Co. it was adjudged that, in the absence of any fraud or intentional concealment, the undisclosed existence of a stipulation between the assured and the carrier, like that now before us, afforded no defence to an action on the policy.

It may be added that our conclusion accords with the decision of Judge Shipman in Rintoul vs. New York Central Railroad, (21 Blatchford, 439), as well as with those of Judge Dyer in the district court, and Judge Drummond in the circuit, in the present case. (10 Bissell, 18, 38. See also, Carstairs vs. Mechanics' & Traders' Ins. Co., 18 Fed. Rep. 473; The Sydney, 23 Fed. Re. 88; Mercantile Ins. Co. vs. Calebs, 20 N. Y. 173.)

Decree affirmed.

Mr. Justice Bradley dissented.

March 1, 1886.

CHARACTERISTICS OF MISSISSIPPI RIVER STEAMBOAT MEN.

BY THE SECOND ENGINEER.

Written for the Marine Record.

PART XVI.

Engineers upon the Mississippi river often pride themselves as being "hot," in not being afraid to carry big steam. There is today an engineer, well and favorably known in connection with engineering interests and associations, who wore with pride the distinction of being the "hottest man" that ever left the port from whence he hailed. Many stories are told of engineers who were known as hot men, who steamboated before the inspection laws came into force, putting certain restrictions upon the steam being carried at high pressure.

There is a story told of Bill Jones, one of the hot men, brave as a lion, and cool as a soldier in battle. He had charge of a big side wheel boat, with engines that were so small that it took all the steam they could possibly get to drive her up the river. Bill was so warm that he could seldom get a second engineer to stay on the boat more than a week or so until he shipped George King, a young man whose earlier days had been spent in a blacksmith shop, in a country town. George was a young fellow desirous of learning the business, and willing to obey orders, so he said.

"Look 'ere, George," said Bill, after backing the boat out from St. Louis, with the steam-gauge indicating a pretty big pressure, and the safety valves whistling in the chimneys; "there's no limit to the game on this boat; do you understand what that means?"

"Yes, sir," responded George, with a meekness that caused Bill to conclude that he was 'most too scary to carry steam.

"Well, I'll take the first watch out after 4 o'clock, and you can come on after supper, which 'll bring 'er up to Illinois. Yes, you'll have to 'spank 'er' purty lively to make Quincy agin breakfast time."

"All right, Mr. Jones, I'll——"

"Don't call me Mr. Jones," interrupted the "boss;" "jest call me plain 'Bill;' it fits me better."

Thus admonished, George turned in, doubting his ability to carry steam to suit the old man.

George came on duty at supper, and stepping onto the foot box, cast his eye up at the gauge, remarking as he did so:

"That gauge ain't working, is it?"

"Yes, the gauge is working good enough," responded Bill.

"You've got the steam shut off then, I reckon, for it doesn't show any pressure."

"Pressure!" yelled Bill; "man, the hand has gone clean 'round agin the pin!"

"Whew!" said George, as he drew a long breath.

"Don't be skeered. Them 'smoke jacks' 'll give you plenty of it, and you just let it go through 'er, and," observing that George was still intent on his study of the gauge; "don't be afraid of 'er, just keep two cocks of water and let her spin. You need not be afraid of getting too much."

With this admonition Bill left, and George entered on his first watch, filled with many misgivings, yet studiously anxious to get along with the boss engineer, and make a good run on his watch. The water in the river was getting low, and there was a slow bell pretty often, the result of which was that the boat would blow off. George did not "scape out" or "open the fire doors," but, hanging a little more weight on the safety valve line, he let her go. The boat kept getting hotter and hotter, and finally when the engines were under a slow bell,

the solder around the sleeve of the steam pipe commenced to run. George stepped to the trumpet and yelled to the pilot:

"Say, mister, there is only six inches between you and the other world, and you had better let this boat go on up the river."

The pilot, it may be said, rang off the slow bell, and though the night was dark and the water low, he pulled out onto the crossings or mounted the reefs under a full head of steam, not daring to ring a slow bell lest he blow 'er up.

Bill came on watch, and when George directed him to the solder that had melted from the sleeve of the steam pipe, Bill quietly suggested that it was not necessary to "carry 'er too hot."

Whether the story is true or not Bill's reputation stood him in good play, when he took charge of a big Missouri river boat that, having a pair of twenty-eight inch cylinders with eight foot stroke of piston, found it difficult to make steam with only three thirty-eight inch, two flued boilers. The captain, who was forever annoying the engineer regarding steam, came down to Bill one day, and finding only eighty pounds indicated on the gauge, prepared to open out on him, and so he angrily asked:

"Is that all the steam you carry on my boat?"

"All the steam I carry," said Bill, glancing carelessly at the gauge; "how much do you want, old man, for she's started on her second turn already."

"Great guns! Don't go beyond safety, Mr. Jones," said the captain, as he beat a hasty retreat up stairs. And it may be said that they never bothered Bill any more on that boat.

Bill Jones was an erratic person who, having mastered the details of his business by "hard knocks" as striker after serving his time in a blacksmith shop, he had an unfeigned disgust for any man who came at him with his "book larnin'." Bill was a type of the engineer of his day, true in point of honor, jealous of his reputation, and ambitious to "take his boat further up the river on a watch than any other man could."

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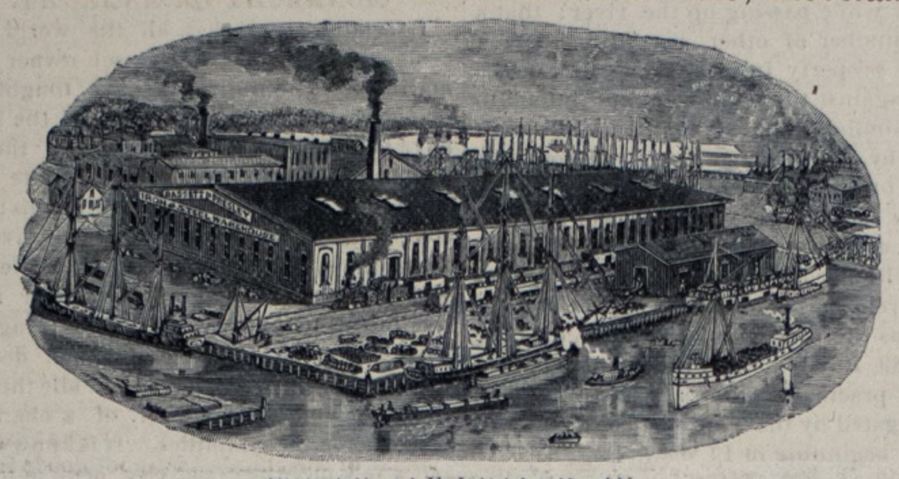

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USED BY WOODS, PERRY & CO. ON FOREST CITY & KALKASKA

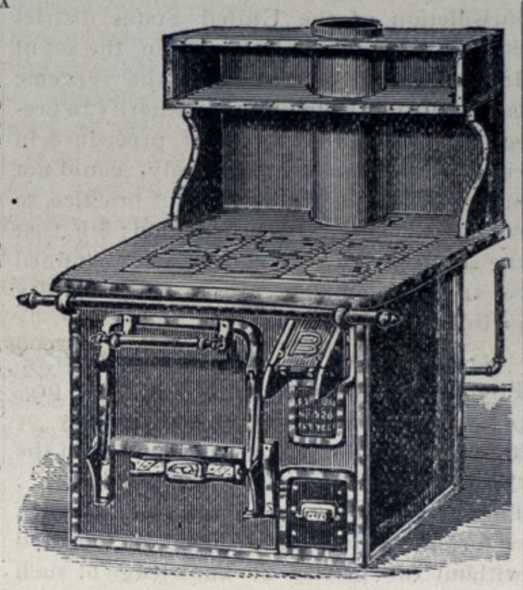
For Steamboats, Hotels and Restaurants,

Messrs. F. & H. Born. Cleveland, O., Jan. 26, 1886.
Gentlemen.—In reply to your inquiry of 25th inst., relative to the satisfaction your "Steel Plate Range" has given, I would say that we have had one in use about eight months, and find it perfect in all respects. My wife is well pleased with it. Have had no trouble to keep fire all night with hard coal. Very truly yours,
DAN. H. KEYS, of Lloyd & Keys.

Messrs. F. & H. Born. Cleveland, O., Jan. 26, 1886.
Gentlemen—We are much pleased with the Steel Plate Range that you put into our propeller Kalkaska. It seems to be the right thing for steamboat service.
WOODS, PERRY & Co.

Messrs. F. & H. Born. Cleveland, O., Feb. 3, 1886.
Gentlemen.—We have had in this institution for some time one of your largest size Steel Plate Ranges, and it has given good satisfaction. It is strong, and we think will be durable. Respectfully, HON. S HARMOUNT,
Superintendent Tuscarawas Children's Home.

Messrs. F. & H. Born, Cleveland, O., Feb. 1, 1886.
Gentlemen.—In reply to your favor I would state that we have had in use two of your No. 9-18 Double Oven Steel Plate Ranges in our restaurant for the last six months, and find that they do all you claim for them. We can cheerfully recommend them to anyone in need of a first-class, durable and economical Range.
Yours respectfully, RICHARDS & MCKEAN.



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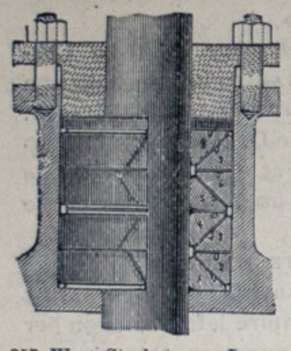

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Commencing Sunday, Nov. 29 1885, at 12 o'clock noon the time given in the figures below is the new standard (Ninetieth meridian) time, which is thirty-three minutes slower than Cleveland time proper.

Eastward.	Arrive.	Depart.
No 4, Fast Limited Express.....	*2 55 A M	*3 05 A M
No 8, N Y, B & A Express.....	*8 25 A M	*8 50 A M
No 26, Elyria Accommodation.....	†7 45 A M	.....
No 24, Buffalo Ac'm via Sandusky	†10 30 A M	†10 50 A M
No 24, Toledo Accom via Norwalk	†10 30 A M	†10 50 A M
No 12, N Y & B Fast Express.....	*2 10 P M	*2 45 P M
No. 14, Special New York Ex	.....	3 00 P M
No 2, Night Ex via Norwalk.....	9 40 P M	†10 00 P M
No 22, Night Ex via Sandusky...	†9 40 P M	.....
No 26, Conneaut Accommodation	†4 25 P M	.....

Westward.	Arrive.	Depart.
No 1, Fast Limited Express.....	*12 15 A M	*12 25 A M
No 23, Mich Express via Sandusky	*2 15 A M	
No 3, Chicago Express via " ..	‡6 00 A M	6 30 A M
No 25, Mich Accom Norwalk.....	.....	†6 30 A M
No 21, Toledo Ex via Norwalk...	†12 50 P M	†3 30 P M
No 5, St Louis Ex via Sandusky..	*10 50 A M	*11 00 A M
No 9, Chi Pac Ex via Norwalk.....	6 15 P M	*6 40 P M
No 31, Elyria ac to Elyria only...	.....	†4 30 P M
No 27, Conneaut Accommodation	†8 10 A M	.....

Sunday train for Nottingham—Depart 8:15 a. m. and 1:45 p. m.; returning, leave Nottingham at 8:50 a. m. and 3:45 p. m.

Reference marks—* Daily, † daily, except Sunday, ‡ daily, except Monday.

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EASTWARD.	Arrive.	Depart.
Buffalo Passenger	*10 40 A M	*10 45 A M
Chicago Passenger.....	*9 02 P M	.....
Local Freight.....	*11 45 A M	*12 15 P M
WESTWARD.	Arrive.	Depart.
Chicago Passenger	.....	*6 45 A M
Fostoria Passenger	*4 46 P M	*4 51 P M
Local Freight.....	*12 20 P M	*12 50 P M

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OFFICIAL NUMBERS AND SIGNAL LETTERS.

TREASURY DEPARTMENT, BUREAU OF NAVIGATION, WASHINGTON, April 26. 1886.

To the Editor of the Marine Record:

Following is a list of merchant vessels of the United States to which official numbers and signal letters were assigned by the Bureau of Navigation, Treasury Department, during the week ended April 24, 1886:

Official Number.	Signal Letters.	Rig.	Name of Vessel.	Tonnage. Gross.	Net.	Home Port.
			SAIL VESSELS.			
106,407	.....	Sc.	Abbie,	87.81	83.42	Ludington, Mich.
126,344	K D H M	Sc.	Carleton Bell,	139.00	132.05	Boothbay, Me.
135,879	. . ..	Sc.	Estelle,	15.28	14.52	Key West, Fla.
120,635	.....	Sc.	Frolic,	8.00	7.06	Charleston, S. C.
120,636	.....	Sl.	Florence,	10.59	10.07	New York, N. Y.
76,619	.....	Sc.	Jahawker,	8.72	8.72	Seattle, Wash.
76,620	.....	Sl.	Job,	12.72	12.08	Warren, R. I.
110,694	.....	Sc.	Rambler,	15.85	15.06	San Diego, Cal.
116,094	.....	Sc.	Susan A. Bryan,	44.51	42.28	Kent Island, Md.
161,551	.....	Sc.	Vinnie M. Getchell,	72.73	69.09	Gloucester, Mass.
81,108	.....	Se.	Walter Aubery,	15.90	15.10	New Orleans, La.
			STEAM VESSELS.			
95,876	.....	St. s.	H. W. Crawford,	6.48	6.16	Brashear, La.
91,831	.....	St. s.	Mogul,	103.54	61.60	Tacoma, Wash.
116,093	.....	St. s.	Sheboygan,	62.88	31.44	Sheboygan, Wis.
			UNRIGG'D VESSELS.			
42,686	.....	Barge.	Henry C. Adams.	212 98	206 42	Philadelphia, Pa.

Marine Record.

Published Every Thursday at 144 Superior Street, [Leader Building] Cleveland, O.

A. A. POMEROY, EDITOR AND PROP'R

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Evans & Van Epps. Superior street, Cleveland.

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CHICAGO, ILL.—Joseph Gray. 9 West Randolph Street.

BUFFALO, N. Y.—A. C. Brideson, Michigan Swing Bridge.

Also, Miss McCabe, Elk Street. near Ohio.

DULUTH, MINN.—C. F. Johnson, 117 West Superior Street.

MARQETTE, MICH.—J. A. Vannier.

ESCANABA, MICH.—Wm. Godley.

Subscribers and others are respectfully invited to use the columns of the MARINE RECORD for the discussion of pertinent topics.

Entered at the Post Office at Cleveland as second-class mail matter.

CLEVELAND, OHIO, THURSDAY, MAY 6.

LIMITATION OF LIABILITY.

The case of the steamer Oconto before District Judge Dyer has attracted much attention and provoked much comment. There are many phases to the principle or theory of limitation of liability. The facts in this case hinge on a circumstance that happened some years ago. It is alleged that the steamer Oconto, at the time the property of the Goodrich Transportation Company, while in the performance of her duty as a common carrier, set fire to a number of buildings in the city of Green Bay, causing a loss of several thousand dollars. The owners of the property destroyed had no redress except such as could be obtained from the corporation owning the boat. Suit was brought and argued before Judge Dyer. In order to place the case squarely before our readers it is necessary to quote the U. S. statutes bearing on the subject.

Section 18 of the act of June 26, 1884, provides that the individual liability of the ship owner shall be limited to any or all liability or debts that his individual share of the vessel bears to the whole; and that the aggregate liabilities of all the owners of a vessel on account of the same shall not exceed the value of such vessel and freight then pending. It is believed that this section was enacted and adopted as an inducement to capitalists to invest in shipping, and the law, as heretofore interpreted holding each owner separately for the whole debt being a serious objection to such investments. A question has, however, arisen in the interpretation of the words "shipowner" and "vessel," as used in the section cited above, which has been construed to apply to owners of sea-going vessels only. The law should be extended to cover vessels on rivers and inland waters, and in order to cover the matter without any chance for quibble an amendment to that effect is now before congress. If it is necessary for sea-going vessels to be protected by this limited liability act it is obvious that lake and river vessels should enjoy the same benefit.

Section 4289 of the Revised Statutes is as follows: "The provisions (comprised in the seven preceding sections) of this title relating to the limitation of the liability of the owners of vessels, shall not apply to the owners of any canal boat, barge or lighter, or to any vessels of any description whatsoever used in rivers or inland navigation."

The seven preceding sections referred to in the above relate to the liability of owners in cases of loss or damage by fire, sinking or collisions, charters, the carrying of prohibited articles, etc. The amendment referred to proposes that "The provisions of the seven preceding sections and of section 18 of the act of June 26, 1884, relating to the limitation of the liability of vessel owners shall apply to all sea-going vessels as well as all steam vessels used on lakes or rivers, or in inland navigation, but shall not apply to any canal boat, barge or lighter."

The petition we have refrence to states that on the 20th day of September 1880, shortly after the Oconto had passed up Fox River by the city of Green Bay, in the course of a regular voyage, a fire broke out on shore in that city, which, spreading, consumed in its course 67 buildings and a large amount of personal property, of the aggregate value or more than $100,000; that afterwards, six actions were commenced against the petitioner by persons whose property was destroyed by the conflagration, claiming damages to an amount exceeding $30,000, which actions are pending in the state courts of Wisconsin; that in such actions it is claimed that the fire originated from the steamer while passing up the river: that a large number of other persons, suffering loss of property in the same fire, make claims against the petitioner, and intend to bring similar actions; that if the fire was caused by the steamer it was without the privity or knowledge of the petitioner; and that the value of the vessel and her pending freight, at the time of the fire, was $12,400. The petitioner denied liability, and prayed for the relief provided by the act of Congress knows as the "Limited Liability Act," (sec. 4281,4289, Rev. St.,) and the supplementary rules of practice in admiralty, No. 54 *et seq.*, promulgated by the Supreme court, May, 6, 1872, at beginning of 13 Wall, Reg.

It was argued by Mr. Rae in support of the motion, 1st, that the act does not embrace injuries to property on shore, but only injuries occurring, through the default of the master or mariners, without the privity or knowledge of the owner of the offending vessel, to property which is the subject of commerce in transit on the high seas and the navigable waters of the United States; 2d, that if the act does not embrace injuries to property on shore, the district courts of the United States have not jurisdiction, either under the statute or the rules in admiralty, to give the petitioner the relief it seeks, the tort claimed of not being a marine tort, and therefore not within admiralty cognizance; 3d, that the fact that the act may be supported under the commercial grant in the constitution, as a regulation of commerce can not confer jurisdiction upon an admiralty court of the United States; 4th, that if Congress could not enlarge the jurisdiction of the United States district courts sitting in admiralty, then the act of 1842, which conferred upon the supreme courts of the United States authority to prescribe modes and forms of procedure in equity and admiralty cases only, could not authorize that court, by rules of practice, to enlarge the admiralty jurisdiction; 5th, that the admiralty rules themselves are confined to and contemplate a case of admiralty jurisdiction purely.

It was argued by Mr. Green, *contra*—First, that damage done by a vessel to property on shore, without the privity or knowledge of the owners, falls within the third specification of section 4283, viz.: For an act, matter, or thing, loss, damage, or forfeiture done, occasioned, or incurred without the privity or knowledge of such owner;" that the purpose of the rule of limited liability, being to promote and encourage shipping, the power to prescribe that limitation is found in the commercial clause of the constitution. The power to make the regulation depends upon the thing regulated, — commerce, — not upon the judicial classification of the thing protected against. The common law is no more sacred against change and modification by a regulation of commerce by Congress than maritime or statutory law. Each must yield, so far as they may be in conflict with such a regulation. The commercial clause applies to commerce on land as well as on water. Second. That the district court has jurisdiction of this proceeding in admiralty, although the tort complained of is not maritime. The case presented by the petition being within the statutory limitation of liability, if that limitation is a maritime rule or regulation, whether the damage is done on land or on water, the enforcement of that rule by this proceeding must be a maritime case. As the statute is a regulation of a maritime subject,—ships and shipping, or commerce by water,—it is a maritime regulation, and Congress may rightfully vest in the federal courts jurisdiction for its enforcement under the constitutional provision that the judicial power of the United States shall extend to all cases of admiralty or maritime jurisdiction. The rule is equally maritime, whether it protects against liability for damages done by the ship on water or on land. It is the thing protected that characterizes the rule, not the thing against which protection is given; and the thing protected, being shipping and commerce by water, the rule is maritime.

In his opinion Judge Dyer, held that (1) the statutory rule of limited liability embraces all damages done by the vessel without the privity or knowledge of the owner, whether consummated on water or on land; (2) that the rule thus construed is a maritime rule or regulation; (3) that, being a maritime rule or regulation courts of admiralty and maritime jurisdiction have authority to enforce it; (4) such courts, having jurisdiction to enforce the rule, and of the fund representing the value of the vessel, have jurisdiction of the enforcement of claims on that fund as auxiliary and incidental to their jurisdiction of the main subject.

MONARCHY OR ANARCHY.

It would seem that all the world is in arms against the lake vessel owner and mariner. The railroads have fought the lake carrying trade until many of the roads have been forced into bankruptcy; the elevator rings at both ends of the route have done their utmost to fleece the vessels; the coal shippers have made their endeavor to finish the spoliation, and now come the men who depend upon the lake carrier for a livelihood, to force vessels into tying up. This last move, if successful, will deprive many sailor men, who have been idle through the long months of winter, of a chance to provide for their families. It is known that but a few months of activity, of time to win bread, have been allotted to the lake mariner, and it requires the utmost economy on his part to pass the winter months with any degree of comfort. It has been said that vessel owners were surprised to find that the usual acts of coercion did not prevail at the opening of navigation. Such was not the case with the well informed. They looked for the trouble in another quarter. The sailors' union, in urging its individuals into the knights of labor organization, has lost its own and thereby virtually out of the fight as a body. So it is with all other trades unions who have allied themselves with the knights. Those organizations which have been temperate in their demands and susceptible of arbitration have sturdily maintained their independence in the face of the knights of labor, realizing that, as a class of skilled laborers, they know their wants and how to attain them better as individual organizations than does the association which is covering the land with anarchy and violence, obstructing the business of the country and the administration of the laws. Macauley, in his history of England, published many years ago, foresaw the present crisis in this country, and, enlarging upon it, declared that as it grew in terrorism the only remedy would be the founding of a monarchy, as preferable to anarchy. In his wisdom, he detailed the effect of unlimited migration into this country of all the dissatisfied people of the entire known world, who, in the power of numbers, would rise up to overthrow law and order, and defy not only the law of the land, which promises to the citizens thereof protection to life and property, but religious, civil and political liberty. The organization which now rules the country, without regard to the interests thereof, without a head which the members will obey or respect, can do much to shape the form of government at this time. The order of knights is now shaping the course toward a monarchy, the form of government from which many of them have departed as not being in accord with their ideas of personal liberty.

We do not hold that all this dissatisfaction on the part of the laborer has been brought about by their own desire, but in many cases by the unyielding disposition of leaders. Let it be hoped then that some wise measure of the general government, or some acts of mutual concession, may serve to turn the present chaotic condition to one of peace and harmony.

THE new regulations of the U. S. signal service, adopted 2nd inst., have been distributed. The department, in view of the frequency of storms on the northern lakes and sea coasts, directs each employe of the service to exercise the utmost caution and diligence in executing their important duties. Warnings of the approach of wind storms will be published by flags by day and lanterns by night. The new signals, which will be used after May 1st, will be of three kinds, as follows: Cautionary, direction and on-shore signals. The cautionary signal will be a square red flag with a black square signal by day, and a red light at night. It will be hoisted when a wind velocity of 35 miles an hour is attained, which is dangerous to all classes of shipping. The direction signal will be a square flag with two horizontal stripes, one black and one white. It will be only displayed in connection with the cautionary signal flag, and will indicate the direction from which the dangerous wind is expected. The direction signal will appear on the same flagstaff as the cautionary signal. If below the latter, it will show that the direction of the wind expected is from a westerly quarter, if above from an easterly quarter. The on-shore day signal will be a square flag composed of four smaller squares—two white and two black—so arranged that the squares of like color will touch each other only at the corners. This will indicate a wind of from 20 to 35 miles an hour, which is considered dangerous for small craft and tow barges. A direction signal will not be hoisted with the on-shore.

THE Dominion government, in order to maintain their share of grain trade, has decided to reduce the St. Lawrence canal tolls. The harbor rates or dues at Toronto this season will be the same as those last season.

ADVICES from the Sault to the effect that a draft of more than fourteen feet is not safe is further evidence that General Poe's recommendations for improvements should be carried out without loss of time.

KIND WORDS CAN NEVER DIE.

NEW ORLEANS, LA., April 26.

To the Editor of the Marine Record:

Dear Sir: Many hearty thanks to you from the American Seamen's Friend Society, and from many readers, and from myself for the highly-prized, much-read MARINE RECORD for my free sailors' reading room. I would send you the money for it, but I receive no salary and pay my own help and the expenses of my establishment are $1,000 a year. Please do not fail to continue it, and thus do much good. We keep our papers on file for a time and then send them to sea. Bread (corn) cast upon the waters to be found again. Very fraternally, yours,

L. H. PEASE.

G. F. Sheldon & Son have refitted and opened their meat market at Ashtabula Harbor, with a choice lot of meats for the marine trade. They will keep constantly on hand the best quality of meat.

[*Around the Lakes Continued from 1st Page.*]

FRANKFORT.

Special to the Marine Record

Tug John Gregory has returned from Milwaukee, where she received a new wheel

The small propeller Duncan Dewar arrived in port on the 3d, and will run daily on the route between Manistee and this place. She is a nicely furnished craft, and is at present draped in mourning, owing to the death of her owner, D. Dewar, at Ludington.

Propeller Lawrence came in from Chicago this morning. Owing to the strike she was detained nearly two days in that city.

The schooner Annie O. Hanson is laid up with cargo on board, at Chicago, owing to inability to sell, or to un load because of the strikers. BURMEISTER.

SAULT STE. MARIE.

The Chippewa County News says: Just before the United Empire left Sarnia on her first trip for Lake Superior this season, Joseph Cherney, one of Sarnia's business men, accidently fell into the hold and will probably die of his injuries.

The tug Tom Dowling has arrived. The musical notes from her whistle sounded like a wail of distress from a dog with a tin can tied to his tail.

Cook & Wilson, of Montague, Mich., have 120,000,000 feet of pine and will soon have a mill erected and in operation at life saving station No. 12. This firm has large interests in this township.

The propeller Minnie M., was the first boat to arrive at the Sault this year, coming into Kemp's dock between two and three o'clock Monday afternoon. She, of course, received the salute from Fort Brady. The Messenger arrived about an hour later, and the Winslow of the transit line, accompanied the two local boats as far as the flats, in Lake George, but owing to the muddy condition of the water, she did not attempt to follow the channel through until the following morning, and arrived in the Sault on Tuesday.

Passed up, tug Metamora' with schooners J. G. Worts, George Manley, F. Russell and H. Benson; barge Nipegon with schooners Middlesex, Melbourne and Eureka; George Spencer with David Dows.

TOLEDO.

A horrible accident occurred on the middle ground Tuesday afternoon which resulted in the instant death of Joseph Whitman, chief engineer of the Wabash steamer John C. Gault. Whitman had just quit the boat to go home and say goodby to his family before starting out for the season, when he was run down bya Michigan Central engine and cut to pieces. Deceased was one of the oldest and best known engineers on lakes, having been in the service thirty years. He was a respected citizen of Toledo and leaves a family. He had many friends in Cleveland.

It is reported that the negotiations are being made to remove the ownership of the propeller Hopkins from Toledo. If this is done it will be the first step in the dissolution of the Wabash lines.

DETROIT.

Special to the Marine Record.

May 4.—The Chicago steam and sail fleet which was the first to take their departure from Lake Michigan, with the exception of two slight disasters in the Straits, made the entire distance in safety, notwithstanding the sailing class had much ice to encounter in Lake Huron. The tugs, however, were on the alert to pick them up at distances far remote from the rivers, so that they were not long in reaching Lake Erie. It is worthy of note that the Detroit tugs were never in any previous season excelled in the rapidity of their movements. The tug Champion passed down at the close of the day with four vessels of large size and at an early hour the next day she passed with four more, all of which was performed in side of twenty-four hours. The tug John Owen, which went to Chicago for her consorts, the fine schooners Michigan and E A. Nicholson, had two others of large size, making good time, as is her custom, the entire distance. Other tugs are by no means to be omitted, the Swain and Crusader, the latter having four vessels, all laden with flaxseed, an incident never before recorded.

J. C. Goss is making a complete set of sails for the barge Michigan which was formerly the railway steamer. She is of ponderous dimensions, and will carry a large cargo. Mr. Goss has other work on hand to keep his entire force actively employed. T. W. Noble has also strengthened his forces, having much work on hand.

Captain Morley, at Marine City, is at present laying the keel for a 2,000-ton steamship, which it is intended, will be second to none afloat in point of strength and otherwise. She will be well advanced toward completion ere the fall season arrives.

Captain Charles Ford, the representative owner of the barges Vanatta and Star of Hope, which met with disaster early in the season at Point au Pellee, the former proving a total loss, has commenced suit against the owner of the steambarge Burlington for damages. He bases his claim on the fact that it was expressly understood that they were to be towed to Cleveland by way of the south passage, and had this course been pursued, the accident would not have happened.

The Lake Superior Transit steamers are taking their departure from here on regular time, with good dispatch and well freighted.

Messrs. Whiting & Son are snugly settled in their new offices, and they will soon have everything in tip top order.

The new schooner D. R. Shaw, which was built at Bay City, passed here on Thursday, her maiden trip, in tow of the steamer Anna Smith. She is a fine looking craft in every respect.

The propeller Atlantic returned as far as here on her first round trip to Mackinaw, and had a large freight, and it was owing to this fact that she did not go on to Cleveland. She returned again on Saturday evening, freighted to her utmost capacity.

The steamer City of Alpena has also made two round trips to Mackinac, having freight and passengers.

The tug River Queen is being rebuilt at this port, and will not be ready for business until the latter part of the month.

Grain freights are gradually on the decline at all points.

The schooner Golden Fleece discharged 32,000 bushels of wheat at the Sarnia elevator and the City of Cheboygan a like cargo, both from Chicago.

The buoys and stakes in all the rivers are again in position.

The three masted scow, Grace Amelia, which has been moored at Windsor during the winter, took fire on Thursday night or early Friday morning, and was damaged to the extent of $500 or thereabout. Friday at noon the fire got started again, but was suppressed with slight additional damage. She is owned by Captain McBride, of St. Thomas, Ont., and insured for $2,000.

The tug Folger, of Kingston, Ont., it is stated, will be stationed at Windsor this season to attend to wrecking jobs in Canadian waters.

During the month of April there were thirty-five casualties on the lakes from the following causes: Ashore, nine, damages $6,300; fire, three, $31,300; sprung aleak, six, $3,500; stranded, seven, $3,200; heavy weather, three, $300; collisions, seven, $2,600; total, $47,200. During the same time fifteen vessels changed owners, the aggregate sales amounting to $154,500. There were also eight deaths, three from natural causes, three accidental, and two suicides.

The schooner Sarah, of Port Burwell, arrived here on Friday, leaking badly, and was with difficulty kept from water logging before getting into port. She was freighted with cord wood from the Sand hills.

The steamer H. J. Jewett, on her recent trip up, made the distance from Buffalo to Detroit in eighteen and one-half hours, a remarkably quick passage.

The steamer Darius Cole, with invited guests on board, made a trial trip Sunday to the St. Clair flats canal. A gentleman who was on board took the following notes of the trip: Left Detroit at 10:09 o'clock, passed Wind Mill Point at 10:40, the lightship at 10:56, arriving at the canal at 11:55; left canal at 4:09 o'clock, passed the lightship at 5:05, Wind Mill Point at 5:19, Belle Isle light 5:26, arriving at Woodward avenue at 5:42½. The time made from the canal to Detroit was 1 hour 32½ minutes. She now performs regular trips to Port Huron.

The steamer Saginaw, Captain Smith, made her first trip from Toledo on Saturday, with the prospect of a good business in store for her.

Word was received here on Saturday that the steamer V. Swain, coal laden, had stranded on Round Island reef, above the Sault.

As a result of the recent ship carpenters' strike the contract for building the steam ship by the Detroit Drydock Company for the Inter Ocean Company, has been suspended. Since midwinter she has been in frame, but the suspension of work for so long a time rendered it impossible for the company to complete her as contracted for, and they accordingly asked for an extension of time which the Inter Ocean Company would not consent to, and this was followed by a canceling of the contract and the suspension of the work.

John Blades, of the lighthouse steamer Dahlia, was drowned at the St. Clair flats on Sunday, while lowering away one of the boats, and the body has not yet been recovered.

As a result of advertising, our wide awake coal dealer, O. W. Shipman, has already this season furnished a supply of coal to the following steamers: Steamships S. J. Mercy, Chauncey Hurlbut, Schoolcraft, Folsom, Nipigon, S. E. Sheldon; propellers City of Concord, City of New Baltimore, Hercules, Winslow, Wells, Oneida, Mineral Rock, Atlantic, Ida and Sanilac. It may be stated, also, that there are several lines of steamers that get their supplies exclusively from his dock.

The steambarge Alpena had her machinery somewhat damaged in Lake Erie on Friday, but managed to reach Malden where repairs were made.

The schooner Typo arrived here with coal from Oswego, and is discharging.

Captain Henry Johnson has received the appointment of master of the beautiful yacht Waubun, recently purchased by R. D. Perry.

Tug Sweepstake arrived at Buffalo with the schooner Sweetheart, which had been ashore in the Straits. The vessel was not leaking much on the way down.

A new tug made her appearance here on Monday and is a substantial looking craft of that class. She was built at Wallaceburgh, Ont., and owned by O'Leary & Downs, of Port Lambton, on the river St. Clair. She is commanded by Captain John Shepol.

HALL.

DULUTH.

Special to the Marine Record.

A serious error was made in quoting charters from here at 3⅜c in last week's paper. One agent has taken about 400,000 bushels at 3¾c for first trip, and I don't think any has been contracted for at less.

Mr. James T. Rose, a well informed agent at this port, says there are now 7,500,000 bushels of wheat in store here, and we hope to get a couple millions more on this crop.

We are having most extensive dock improvement made, and when completed during this season, we will have more available dock frontage than any lake port excepting, probably, Chicago. One new slip will have a frontage of three thousand feet on one side of it. Our port will be prepared to take care of all the business that can possibly offer.

Village Attorney Edson has received a reply to his letter to the lighthouse board, asking for buoys in the channel. The epistle is of the usual unsatisfactory tenor of letters from the department, and says that the lighthouse board has nothing to do with the placing of buoys but that the matter rests entirely with the government engineer.

Mr. Fairchild, the acting secretary of the treasury, has sent a communication to the house recommending an appropriation of $10,000 for the erection of a lighthouse at Two Harbors.

The steamer Onoko and propeller Cuba and consort Donaldson have been chartered from Duluth to Buffalo. The Cuba left Buffalo Friday for this port and the Onoko will endeavor to get here about the time the Cuba clears with her cargo.

BAY CITY.

Special to the Marine Record.

The steamers Arundel and Metropolis, of the Shore line, are doing an immense freight business at present.

The remodeling of the tug Laketon into a schooner is well under way at Sprague's dock. She will carry three short spars, and it is expected will have a capacity for fifty cord of stone, into which trade she will be put. The Laketon is 108 feet long and 18 feet beam. Her machinery has been placed in the new propeller that was built during the winter by F. W. Wheeler, for the Alpena & Black River route.

The steamer Metropolis ran into the stern of the tug O. W. Cheeny, on her last trip in, and left an indentation to the extent of a foot in the tug's fender strake.

The picturesque, but useless mountain of ice at Pencoming which was formed there by the big blow, has disappeared. The surface of the bay is no longer a sheet of ice. Numerous small sail vessels are making short trips, and in fact the season of navigation and business has fairly opened. Rafting operations commenced on Wednesday last and will soon be in full blast.

A handsome new schooner, H. A. Hawgood, built for H. A. Hawgood, of this city, and Waldo Avery, of East Saginaw, was successfully launched at Wheeler's shipyard on Wednesday afternoon. The new craft is 248 feet over all, 233 feet keel, 40 feet beam, and 17 feet depth of hold. She is built of white oak, with diagonal iron braces, the top strap being ⅜ by 8 inches, and the diagonal straps ½ by 4½ inches. She has seven hatches, four spars, improved wire rigging, two anchors of 2,600 and 3,000 pounds, respectively, both furnished with 1⅝ chain. She has also an extra steam pump for washing decks, and two extra steam pumps to be used in case of emergency. She will be a consort of the steamship Waldo A. Avery, in the grain trake, and her maiden trip will be to Duluth.

Dockwollopers' wages at East Tawas have been set at forty cents per hour.

The tug Reid, with steam pumps, has been busy all the week on the Oconto. Her efforts were finally crowned with success. The Oconto has been taken to Port Huron for repairs.

Captain Jack Rafferty is now in command of the tug Hubbard, and is engaged in bringing Bay View ice to Bay City for Young Brothers, ice merchants.

There were quite a number of vessels arrived in the river Monday from the lower lake ports, among which might be mentioned the barge A. C. Keating, Captain George Ryan's new purchase; the propeller P. Chamberlain, with barges Mary Birckhead, G. D. Norris, and H. W. Hoag, also, the steambarge P. H. Birckhead, with barges Dayton, Troy, Brainard, and Young.

Every day seems to make the prospects for a good season for the lumber carriers more dubious, and vessel owners are wearing decidedly long faces.

SHAW.

CLAYTON.

Special to the Marine Record.

James Barton, of Rome, N. Y., will bring a 43-foot steam yacht to the St. Lawrence this spring.

The St. Lawrence river will boom with steamers this summer.

The steamer Siesta has been painted and was launched last week. She will soon go to Rochester.

The repairs on the schooner yacht Vision are completed, and she will be launched and fitted out soon.

Mr. Bogart, mate of the steambarge Monteagle, left his boat at the canal and arrived down on the steamer Walter Frost, on Wednesday, to attend his mother's funeral.

The river traffic is booming this spring.

The steamer Anna Laura is being fitted out. What route she is going on we have not learned.

B.

FLORENCE.

Iron ore is being rushed forward to the various ports of shipment, and the first vessel of the season, the steamer Leland, loaded with Champion ore last Monday at St. Ignace. The ore was consigned to the Elk Rapids Iron Company, Elk Rapids, Mich.

The ice is out of Ashland harbor, and the Gogebic mines commenced sending ore forward last Monday. Navigation is open, and considerable ore is now on its way to Cleveland.

GODERICH.

The tug Jessie succeeded in releasing the schooner A. C. Maxwell, after lightering about 200 tons of ore, and brought her into the harbor Thursday evening. Diver James Quinn examined her and found her in good condition, with the exception of a few butts started and the oakum worked out of a few seams. They expect to reload her iron ore and leave for Cleveland.

EAST SAGINAW.

Special to Marine Record

Things in the Saginaw Valley are not as serene as they might be. The present labor troubles throughout the country are exerting a depressing influence on the lumber trade of the Saginaw Valley, in common with other points. There are at present but few vessels and barges in the lumber trade that have secured loads, as purchasers are not buying in large quantities, and those who have already bought would rather have shipments delayed, owing to the disturbed condition of affairs. An eastern buyer yesterday stated that, aside from labor disturbances, prospects for business were generally good, but this one element of uncertainty had the effect of making purchasers very cautious. He expected to purchase a large amount of lumber this spring, but was content at present to do very little in that direction; buying less than a quarter the amount he had expected to a month ago. All this will be bad for the lumber carriers, and a vessel owner said to day that the lack of cargoes and the presence in the river, in a few days, of a large number of vessels seeking charters, would have a tendency to lower rates from those fixed at the opening of navigation. Freghts at this writing are the same as quoted last week.

Captain Charles Moiles is now in command of the steamer David Sutton.

The recent trouble between the longshoremen and the stevedores has at last been settled. The longshoremen finding that they were losing ground each day, concluded that they were only cutting off their own noses by quitting work because of the stevedores loading some of the line boats. Wages are forty cents per hour, and vessel men have the privilege of hiring whoever they choose. In other words the arrangements are the same as last season.

The steamer Saginaw Valley took a large cargo of freight out of the river on her last trip.

The Boom Company has begun operations for the season. The tugs I. P. Logie, Little Giant and Robert Weideman comprise the fleet for this season.

The steamers Lucille and W. R. Burt, of the River line, have some lively times now and then. The steamer Lucille leaves just ahead of the Burt, and it is "nip and tuck" for the landings from here to Bay City, but the boats are about evenly matched.

The tug office of Messrs. Cornell & Stafford, for so many years located on Washington avenue, has been removed to 115, Genesee avenue, opposite the Bancroft House, where vessel men, visiting the Saginaws, can always find a brother mariner and learn all the points of the day as to loading, transfers, etc.

The tug Roy, of the T. & S. T. Company, has arrived in the river for the season from Marine City. Captain Stratton pulls the bells.

On Saturday three barges at Bay City cut the rate and took loads, as follows: Saginaw to Buffalo, $1.62½; Bay City to Buffalo, $1.50; Saginaw to Ohio, $1.37½; Bay City to Ohio, $1.25; Bay City to Detroit, $1.12½.

The Canadian propeller L. Chickluna is now loading 3 inch plank or deals for Quebec. The deals are for England, and will be placed on board an ocean steamship at Quebec.

SHAW.

KINGSTON.

The opposition to the Richelieu company which was threatened on the part of the Utica and Black River railway and the Rome, Watertown and Ogdensburg to run a line of steamers from Clayton to Montreal, through the Thousand islands, appears to have been successfully headed off by Mr. L. A. Senecal, the president of the Richelieu and Ontario navigation company. That gentleman has just returned from New York, and has succeeded in making arrangements by which not only no opposition will take place, but on the contrary, the Americans who proposed starting it will become interested in the Richelieu company. It is even stated that Mr. Senecal has succeeded in enlisting the Vanderbilt system in his behalf.

CHEBOYGAN.

The buoys marking the channel in the Soo River are all in place, and boats can move up and down the river with safety.

SANDUSKY.

The schooner Kitchen, which has been fast on the inner bar here for some days, was released Tuesday afternoon. They had to dredge a channel out to her.

ALPENA.

The propeller Lycoming from Chicago for Buffalo was disabled off Thunder Bay island Wednesday night by breaking her cylinder head and cross frames. She was picked up by the propeller Columbia, and left during the night for Port Huron.

HISTORY OF LAKE NAVIGATION.

BY J. W. HALL.

Written for the Marine Record.

CHAPTER LXVIII.

The steamers plying on Lake Superior during the navigation of 1866, with their appointments were as follows:

Steamer Keweenaw, 800 tons Captain Albert Stewart.

Steamer Illinois, 826 tons, Captain B. G. Sweet.

Propeller S. D. Caldwell, 790 tons, Captain J. M. Lewis.

Propeller Dubuque, 501 tons, Captain D. McLean.

Propeller Iron City, 677 tons, Captain John Halloran.

Propeller Meteor, 956 tons, Captain Thos. Wilson.

Propeller Concord, 552 tons, Captain Allan McIntire.

Propeller Northern Light, 857 tons, Captain M. H. Murch.

Propeller Ironsides 1123 tons, Captain J. E. Turner.

Propeller Mineral Rock, 552 tons, Captain John McKay.

Propeller Lac La Belle, 857 tons, Captain John Spaulding.

Propeller Governor Cushman, 334 tons, Captain W. Thomson.

During the early part of the season the propeller Lady Franklin was on the Lake Superior route, commanded by Captain A. Stewart, and until the new steamer Keweenaw was commissioned when she plied elsewhere, sailed by Captain Kenyon.

The Detroit agents of the Superior line were S. P. Brady & Co., John Hutchins, and Buckley & Co., respectively. C. C. Blodgett & Co., were the agents at Detroit for the Buffalo and Detroit line of propellers via south shore; J. L. Hurd & Co., for the line along the north shore route. The Detroit and Cleveland line was composed of the following steamers:

Morning Star, 1141 tons, Captain E. R. Viger.

City of Cleveland, 788 tons, Captain Wm. McKay.

Keith & Carter were agents at Detroit, and L. A. Pierce at Cleveland.

During the season of 1866 Captain E. B. Ward sold to Captain John Pridgeon, of Detroit, the propellers Montgomery and B. F. Wade on private terms. The same party sold the steamer S. Clement to John Hutchings for $25,000. The Western Transportation Company at Buffalo sold the propeller Neptune to Philo E. Wright, of Detroit, for $22,000.

There were twenty-three tugs engaged in towing through the rivers and lakes, seldom proceeding farther down on Lake Erie than Point au Pellee, and on Lake Huron a distance of about sixty miles, or what is known as Sand Beach. The tugs thus engaged were the Bob Anderson, Captain George King; I. U. Masters, Captain W. Littleton; Satellite, Captain Hi Eames; General McClellan, Captain J. P. Young; B. B. Jones, Captain John Cornwell; Red Erie, Captain Oliver Miner; L. L. Lyon, Captain Joe Raymond; Michigan, Captain Morris Barrett; W. K. Muir, Captain Robert Pridgeon; John Martin, Captain Thos. Allen; Kate Williams, Captain Joseph Waltman; Winslow, Captain Joe Kimball; G. H. Parker, Captain J. W. Whipple; W. B. Castle, Captain Thos. Hackett; Zouave, Captain M. McGregor; Geo. N. Brady, Captain J. C. Robinson; W. A. Moore, Captain R. Ballantine; Emerald, Captain Henry Poole; I. F. Parks, Captain J. Shackett; Kate Moflatt, Captain Thos. Senter; Prindiville, Captain C. F. Moore; Hector, Captain Casey; Mayflower, Captain Boynton.

The principal wrecking steamer was the side-wheel boat Magnet, Captain J. P. Hodges, which was very successful in all her operations. Tugs, it is true, took part occasionally in this work, but did not make it a specialty.

Between Detroit and Sandusky the steamer Philo Parsons, Captain H. Fall, was the only steamer plying thereto. During the season of 1866 a new boat, 432 tons burden, built at Sandusky, although her construction began in 1865, named the City of Sandusky, came on the route, sailed by Captain James Lawler, who was succeeded in command before the season expired by Captain H. Fall, and the Parsons transferred to Lake Michigan.

A few of the numerous appointments during the season of 1866 may be noted as follows: Steamer Mohawk, Captain H. D. Nichols; propeller Neptune, Captain James H. Starkweather; Dunkirk, Captain McNalley; steamer Princess, Captain Gore. Detroit and Gibraltar, steamer City of Toledo, Captain S. Dustin. Toledo and Saginaw, steamer S. Clement, Captain George Cleveland; propeller Kenosha, Captain T. H. Austin; propeller Kentucky, Captain Blodgett; propeller Edith, Captain C. W. Nichol. Detroit and Alabaster, steamer Forester, Captain John Robertson. Detroit and Port Huron, steamer Reindeer, Captain H. Fish; steamer Pearl, Captain John A. Sloan. Detroit and Malvern, steamer Minnie, Captain Clinton; Heather Belle, Captain C. Ralph. Detroit and Chatham, propeller Skylark, Captain Ripley.

Below will be found a complete statement of loss of life from natural causes or otherwise, in 1866:

Captain A. B. Conkey, of propeller Idaho, died at Cleveland, aged 48 years.

Captain Augustus L. Keeler, an old master, died at St. Joseph, aged 50 years.

Captain Duncan McPherson was lost from schooner Louise in Lake Erie.

John Conway, deck hand, killed accidentally on board steamer Magnet at Marine City.

Jacob Nicholson, mate of brig Sailor Boy, lost overboard off Sheboygan, Lake Michigan.

Thirty lives lost by the burning of ferry boat Windsor at Detroit.

J. Cosgrove, mate of schooner McCullough, accidentally shot himself, on board, at Grand Haven.

John Jones, seaman, fell from masthead of bark Desoto in St. Clair river, and was instantly killed.

George Trentor, mate of schooner Consuelo, was drowned off Rond Eau while cleaning out the small boat.

Captain Wm. Ransom was knocked overboard by staysail boom from brig Fashion in Lake Michigan.

Thomas Savage, seaman, schooner Sasco, fell from the jibboom and was drowned in Lake Huron.

Charles L. Hurd, of Detroit, passenger, was drowned from propeller Merchant in Lake Michigan.

Louis Ravelle, cook, drowned from the schooner Elizabeth at Detroit.

Captain Jacob Klepser was killed by explosion of tug O'Brien at Buffalo.

Charles Daft, seaman, was drowned from schooner Angeline at Milwaukee.

Nathan Haskell, seaman, was drowned from schooner Rebecca off Point an Pellee.

Charles Benjamin, drowned from bark J. P. March in Lake Erie.

James T. Watson, mate, drowned from schooner W. A. Rankin in Lake Erie.

Mrs. Haight, cook on schooner Grenada, was killed by collision of that vessel with schooner Ostrich in the Straits.

Captain Rufus Green was killed by explosion of the tug Red Jacket at Chicago. Iver Levort, fireman, killed at the same time.

Captain Bentley Haskins, Wilson McDermaid, mate, Mrs. McDermaid, his wife, David Haskins, and Isaac Titus, seamen, lost from schooner Arabian, at Cleveland.

Henry Mine, seaman, was drowned from schooner Moselle in Lake Huron.

Fourteen lives were lost with bark J. P. King, wrecked at Long Point, Lake Erie.

Captain John V. Tuttle and John C. Biddle, mate, with their wives, were drowned by schooner Sardinia going ashore at Madison dock, Lake Erie.

Four lives, including female cook, were lost with schooner Philema Mills below Cleveland.

John Cleveland, deckhand, lost from propeller Fremont at Sandusky.

Wm. Weinhart, seaman, lost from schooner J. S. Newhouse, off Presque Isle, Lake Huron.

Captain Josiah Sherwood, an old veteran, died from a gunshot wound at Delafield, Wis.

Captain Patrick Lehigh, Robert Scott and two unknown seamen, lost by schooner Coquette capsizing on Lake Michigan.

Patrick Cambride, mate on bark Peshtigo, was fatally stabbed by one of the crew at Chicago.

Monroe Rogers, seaman, lost from brig Mechanic, off Cleveland.

Alex Smith and Tnomas Nelson, seamen, lost from bark Golden Fleece in Lake Huron.

Richard Williams died from sunstroke on schooner Milwaukee Belle, in Lake Michigan.

Patrick Shenan was drowned from bark D. Norris at Cleveland.

James Horton, lost from bark L. Rawson, off Fairport.

Wm. Fitzgerald, cook, from schooner Col. Cook, at Milwaukee.

Wm. Bartlett, Lyman Boice and Thomas Colter from barge in Lake Ontario.

Wm. Beach and James Dubois, seamen, died of the cholera on board the brig C. P. Williams in Pidgeon Bay.

J. M. Kattle was lost from an unknown vessel in Lake Ontario.

John Hall lost from schooner S. G. Andrews at Chicago.

John Gordon lost from steamer Union Express in Detroit river.

Wm. Bickert, seaman, lost from schooner W. B. Ogden near Malden.

Four men lost from fishing boats in Lake Huron.

Minuel Selvoida from schooner D. Wagstaff in Lake Huron.

Four seamen, names unknown, by schooner C. Henshaw going ashore near Chicago.

Captain Butterworth of steamer Clifton, died suddenly at Owen Sound.

James W. McGee, marine engineer, died at Buffalo, aged 48 years.

Larry Ermatinger, an old Lake Superior pilot, died at Detroit, aged 40 years.

John Ball, seaman, drowned from a vessel at Muskegon while trying to recover his hat.

James Behren, drowned from schooner Arrow in Lake Michigan.

Augustus Golden, deckhand, (colored), drowned from propeller Niagara at Chicago.

Captain Wm. Ramsey died of cholera at Chicago.

James Henry, deckhand, died of cholera, on propeller Eclipse on Lake Michigan.

A son of Captain Grant lost from bark Kate Darley at Oconto.

Captain Jerry Saunders, pilot at St. Clair flats, drowned from his boat while in tow of a tug.

C. P. Beaver, engineer, drowned from tug Winslow in St. Clair river.

John Dyson, drowned from a sloop in Waiska Bay, Lake Superior.

Unknown seaman fell from aloft and was killed on schooner Dan Findall near Port Washington.

Charles Johnson, seaman, drowned from schooner Grace Murray at Detroit.

Andrew Nelson, seaman on schooner D. R. Martin, murdered at Buffalo.

Six lives lost with schooner Alma which foundered in Lake Erie.

Captain Buzzar and five others lost from barge Ark, Lake Huron.

George Johnson, mate, lost from schooner Contest at Bar Point.

Cram Williams, seaman, from schooner Dolphin at Milwaukee.

Alex. Williams, (colored), from tug Kate Williams, at Port Huron.

J. B. Mulerane, lost from propeller Northern Light, Lake Superior.

David Colon, second mate, drowned from schooner Monticello in Lake Michigan.

Silas Myers, seaman, from bark City of Milwaukee, Saginaw Bay.

John Bradbury, seaman, from unknown vessel in Lake Erie.

Harry Crow, mate of tug Winslow, died in the hospital at Detroit.

Richard Ryan, George Buskirk and Thos. Seymour were killed by the explosion of propeller Trader in Lake Huron.

Three men were drowned from a life boat at Cleveland while attempting to rescue the crew of the schooner George Worthington in the breakers.

Henry Lawrence, seaman, was drowned from scow N. G. in Pigeon Bay.

A. P. Anderson, seaman, drowned from bark Wm. Jones in the St. Clair river.

J W. Mitchell died of cholera on the propeller Passaic, Lake Michigan.

James Evans, first engineer, and Harry Kidd, colored waiter, killed by collision of the propeller Lac La Belle with steamship Milwaukee in St. Clair river.

John Powers, mate, drowned from scow Almira, Lake Michigan.

Captain John Coyne and eight others were lost with the schooner M. Ballard which foundered in Lake Ontario.

Captain George McKenzie and three others were lost from scow Fortier, Lake Michigan.

Captain James Robb, of the tug W. T. Robb at Long Point, Lake Erie.

Total number of deceased, from all causes, during the season of 1866, was 175.

THE OLDEST CRAFT AFLOAT.

An interesting discussion took place between a number of down-east sea captains who congregated in Captain Hughes' tugboat office, on Walnut street Saturday evening. The subject was the oldest American merchant vessel afloat. Captain Kelly, one of the oldest of the number, said that the oldest merchant vessel now afloat under the American flag was built in 1815. Captain Hughes, in whose office the discussien took place, a retired mariner, said that he noticed a few days ago the arrival at New Bedford, Mass., of the American bark Rousseau, Captain Wicks, from St. Helena, after a passage of fifty-seven days, with a cargo of 1,300 barrels of sperm oil, 180 barrels of whale oil, and 700 barrels of bones. "This vessel," continued Captain Hughes, "was built in this city in 1801. She is a double-decked vessel of 305 tons register, which in those days was considered an enormous craft. She is 92 feet 9 inches long, 23 feet 8 inches breadth of beam and 18 feet 3 inches depth. She was built for the Stephen Girard line of packet ships, and ran on that line out of this port for years. The Rousseau is now classed as well as the ordinary vessels of ten years old, and is taken much care of on account of her great age. She is owned by S. Osborne, jr., of New Bedford."

In looking over the old records of shipping the oldest merchant vessel afloat was found to be the bark True Love, of London, 296 tons register. This vessel was built in this city in 1764, making her now 122 years old. She is owned by John S. Ward, of London, a large owner of vessel property. The True Love is yet in active service.—*Philadelphia Times.*

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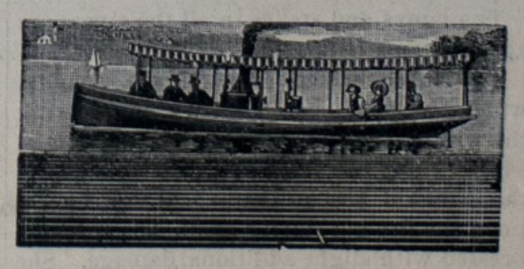

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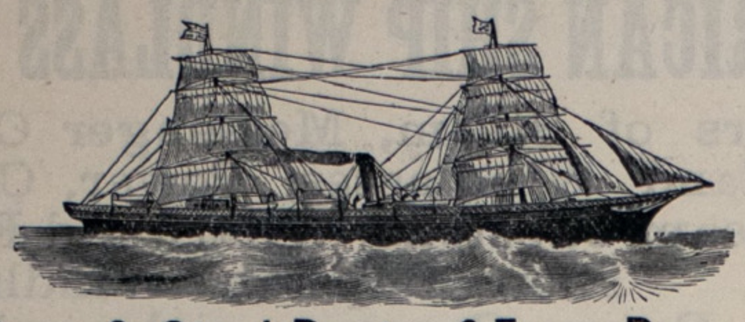

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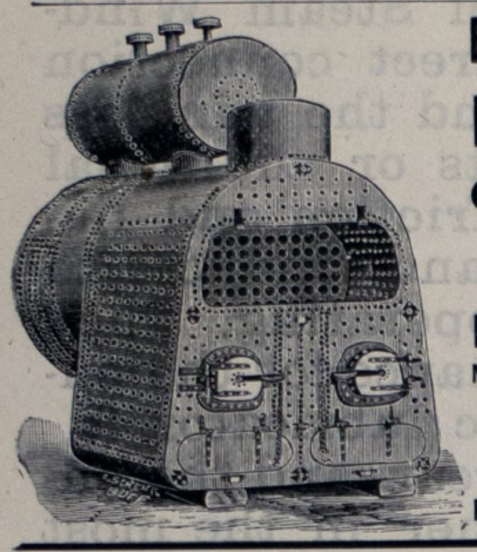

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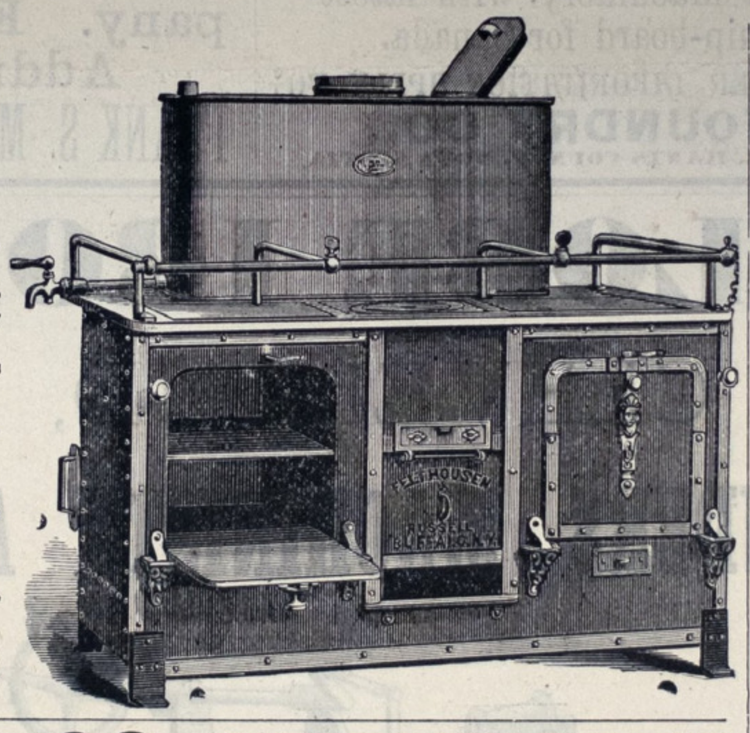

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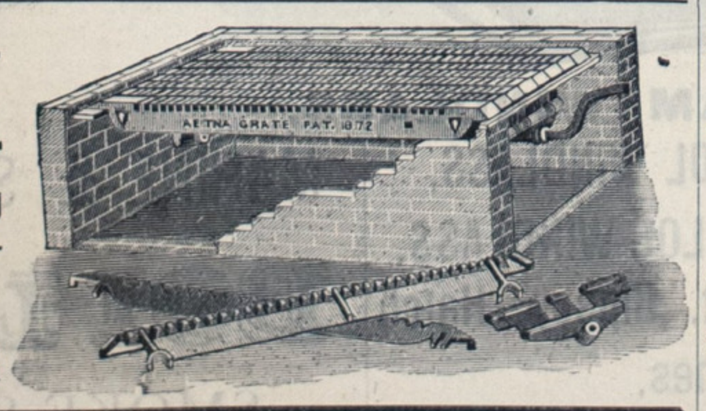

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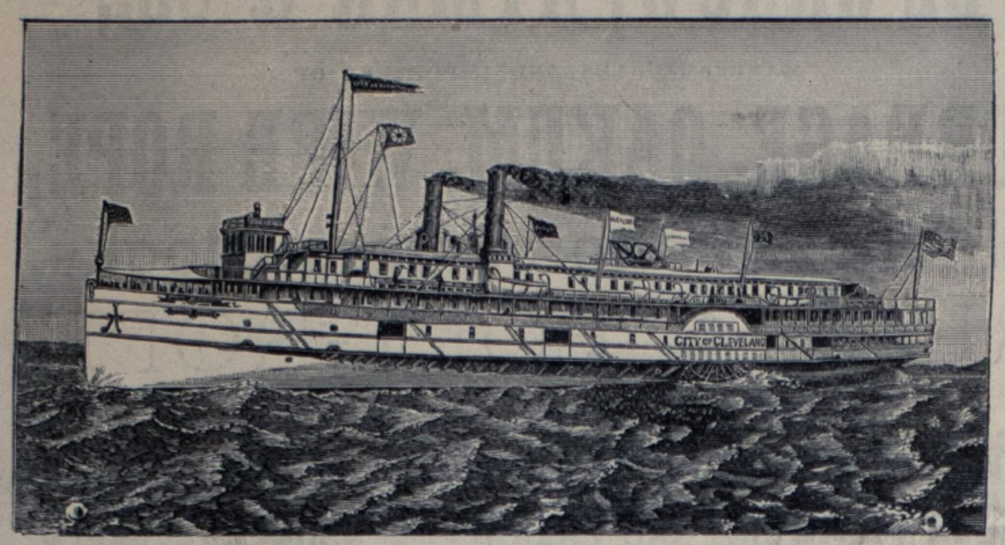

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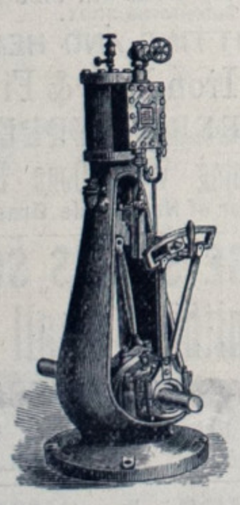

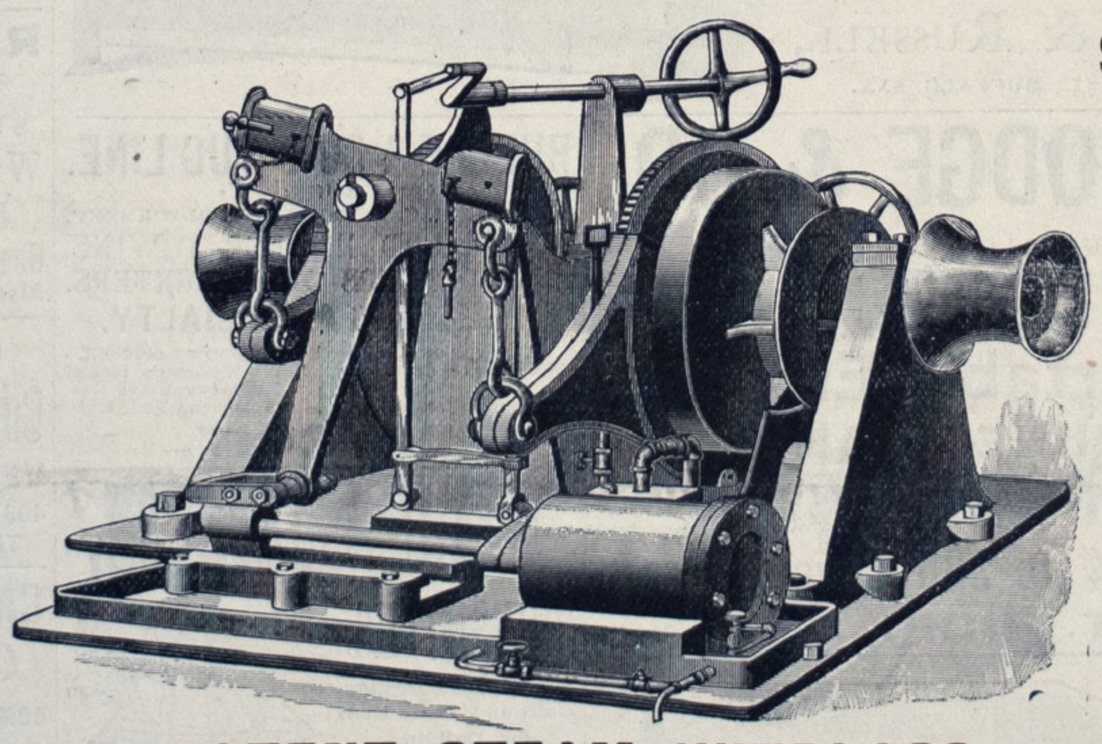

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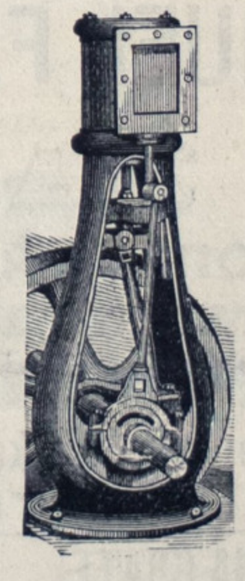

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